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EDWARD GNAT, on behalf of himself and all similarly aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

EDWARD GNAT, on behalf of himself and
all similarly aggrieved employees,

Plaintiff,

v.

QUINN COMPANY; and DOES 1 through
50, inclusive,

Defendants.

Case No. 20CV003431

**DECLARATION OF YAMI BURNS
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: July 12, 2024
Time: 8:30 a.m.
Dept.: 15

Action Filed: December 21, 2020
Trial Date: Not Set

1 **DECLARATION OF YAMI BURNS**

2 I, Yami Burns, declare as follows:

3 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the
4 Court-appointed Class Action Settlement Administrator for *Gnat v. Quinn Company* (the
5 “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I
6 could and would testify competently to such facts.

7 2. Phoenix was selected by the Parties to provide notice of the Settlement and
8 perform class administration duties in this Action. Pursuant to the Joint Stipulation and
9 Settlement of Class Action and PAGA Claims (“Settlement Agreement” or “Settlement”) for
10 this matter, Phoenix was responsible for: (i) preparing, printing, translating, and mailing the
11 *Court Approved Notice of Class Action Settlement* (“Notice”); (ii) responding to inquiries from
12 Class Members; (iii) calculating the number of workweeks each Class Member worked during
13 the period from December 21, 2016 to November 18, 2023 (“Class Period”) and the number of
14 pay periods that each Aggrieved Employee worked during the time period from June 14, 2022
15 to November 18, 2023 (“PAGA Period”); (iv) determining the validity of letters indicating a
16 request to be excluded from the Class Settlement (“Requests for Exclusion”), written
17 objections to the Class Settlement (“Objections”), and/or dispute regarding the number of
18 Wage Statements submitted by Class Members; (v) calculating the Net Settlement Amount and
19 the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual
20 Settlement Payments and distributing them to Settlement Class Members and Individual PAGA
21 Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’
22 fees and costs, the Service Payment to Plaintiff, and the employer/employee payroll taxes to the
23 appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement
24 Agreement or as the Parties mutually agree or as the Court orders.

25 3. On April 5, 2024, Phoenix received a data file from Defense Counsel that
26 contained names, last known mailing addresses, Social Security numbers, dates of employment,
27 and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing
28 list contained one hundred sixty-two (162) individuals identified as Class Members.

1 4. On April 8, 2024, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5 5. On April 16, 2024, Phoenix mailed the Notice via U.S. first class mail to all one hundred sixty-two (162) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, eleven (11) Notices have been returned to Phoenix. None were returned with a forwarding address. For the eleven (11) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the eleven (11) Notices that were skip traced, eleven (11) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

15 7. As of the date of this declaration, zero (0) Notices remain undeliverable.

16 8. As of the date of this declaration, Phoenix has received one (1) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was May 31, 2024.

19 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was May 31, 2024.

22 10. As of the date of this declaration, Phoenix has received zero (0) workweek disputes from Class Members. The deadline for submitting a dispute was May 31, 2024.

24 11. There are one hundred sixty-one (161) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 99.38% of the Class.

27 12. The Net Settlement Amount of \$263,320.27 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees

1 (\$166,666.67.00), and Class Counsel costs (\$19,263.06), requested Service Payment to Plaintiff
2 Gnat (\$5,000.00), the PAGA Amount (\$30,000.00), and the requested Settlement
3 Administration Costs (\$15,750.00) from the Gross Settlement Amount (\$500,000.00).

4 13. Based upon the calculations stipulated in the Settlement, the highest Individual
5 Settlement Share to be paid is approximately \$5,437.84 the lowest Individual Settlement Share
6 to be paid is approximately \$12.93, while the average Individual Settlement Share to be paid is
7 approximately \$1,635.53. Settlement Class Members will be issued payment of their Individual
8 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
9 respect to the wages portion of the Individual Settlement Share (the net payment is their
10 "Individual Settlement Payment").

11 14. Defendant will be providing additional data for the Aggrieved Employees that
12 qualify for a portion of the PAGA settlement. Phoenix will provide a supplemental declaration
13 providing the amount of Aggrieved Employees, as well as the high and average payment
14 amounts.

15 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
16 in addition to the Gross Settlement Amount.

17 16. Phoenix's costs associated with the administration of this matter are \$15,750.00.
18 This includes all costs incurred to date, as well as estimated costs involved in completing the
19 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto
20 as **Exhibit B**.

21 I declare under penalty of perjury of the laws of the State of California that the foregoing
22 is true and correct.

23 Executed this 17th day of June 2024, at Orange, California.

24
25 
26 YAMI BURNS

Exhibit A

SETTLEMENT ADMINISTRATOR
PHOENIX SETTLEMENT ADMINISTRATORS
IMPORTANT LEGAL NOTICE
<<FIRST AND LAST NAME>>
<<ADDRESS>>
<<CITY AND ZIP CODE>>

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

Edward Gnat v. Quinn Company
Case No. 20CV003431

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees of Quinn Group Inc. “Quinn”) who worked for Quinn in California during the Class Period, who did not sign a post-2013 arbitration agreement.

You may be entitled to receive money from this proposed settlement of this class action lawsuit.

Based upon Quinn’s records and the Parties’ current assumptions, you are estimated to be eligible to receive approximately \$<<estimatedtotalaward>> through the settlement of this Class Action Lawsuit. You do not need to do anything to receive your share.

This Notice is Court approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement has been reached in the class action lawsuit entitled *Edward Gnat v. Quinn Company* and assigned Case No. 20CV003431 (hereinafter referred to as the “Action”).

The Notice explains the nature of the Action, the general terms of the proposed settlement, and your legal rights and obligations. To obtain more information about the settlement, including information about how you can see a copy of the Settlement Agreement, see Section 17, below.

2. WHAT IS THE ACTION ABOUT?

Plaintiff is an employee of Quinn. The Action alleged that Quinn violated California labor laws by failing to provide timely, off-duty meal periods or pay premium compensation at the regular rate of pay in lieu of providing proper breaks, failing to provide off-duty rest periods or pay premium compensation at the regular rate of pay in lieu of providing proper breaks, failing to pay all hourly and overtime wages owed, failing to pay all minimum wages owed, failing to provide accurate, itemized wage statements and maintain accurate payroll records, failing to pay all agreed wages, failing to pay all wages owed upon separation of employment, failing to timely pay wages, and failing to reimburse work-related expenses, including the cost of using of personal cell phones. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”); and unfair business practices.

DEFENDANT STRONGLY DENIES ALL ALLEGATIONS OF WRONGDOING AND BELIEVES IT HAS COMPLIED WITH THE LAW IN ALL RESPECTS AND DENIES ANY LIABILITY FOR THE CLAIMS ASSERTED BY PLAINTIFF. QUINN IS NOT ADMITTING LIABILITY OF ANY OF THE FACTUAL AND LEGAL ALLEGATIONS ASSERTED IN THE LAWSUIT AND DENIES THAT THE LAWSUIT SHOULD PROCEED AS A CLASS ACTION FOR ANY PURPOSE OTHER THAN THIS SETTLEMENT. AFTER INVESTIGATING THE CLAIMS AT ISSUE, AND THE POSSIBLE DEFENSES TO THOSE CLAIMS, THE PARTIES HAVE AGREED TO SETTLE THIS CASE TO AVOID THE COST AND RISK OF FURTHER LITIGATION. In view of the costs and risks that continued litigation would entail, Plaintiff and his counsel believe the Settlement is in the best interests of all non-exempt hourly employees who worked for Quinn in California during the Class Period and PAGA Period.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. In this Action, Edward Gnat (hereinafter “Plaintiff”) seeks to represent you on a class basis. A class action allows the Court to resolve the claims of all the members of the class at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the members of the class who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt employees of Quinn who worked for Quinn in California during the Class Period, who did not sign a post-2013 arbitration agreement (the “Settlement Class” or “Settlement Class Member(s)”). The “Class Period” is December 21, 2016, through November 18, 2023. You are receiving this Notice because Quinn’s records show that you are a member of the Settlement Class.

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Quinn. Plaintiff thinks he could have won at trial. Quinn thinks it could have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The Plaintiff and counsel for the Plaintiff (“Class Counsel”) and Quinn and its counsel believe the settlement is a fair and reasonable compromise that is in the best interests of all parties.

6. WHAT ARE THE TERMS OF THE SETTLEMENT?

Quinn has agreed to pay a total of \$500,000.00 (“The Gross Settlement Amount”) to settle all class claims arising out of the lawsuit. Subject to the Court’s approval, the Gross Settlement Amount will be used to pay Settlement Class Members for the settlement and release of the class claims described above, settlement administration costs, attorneys’ fees for Class Counsel in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (or \$166,666.67) for their attorneys’ fees and reimbursement of litigation costs not to exceed \$25,000.00, a service award to Plaintiff as the Class Representative (up to \$5,000.00), proposed Settlement Administration Costs of up to \$15,750.00, and PAGA penalties of up to \$30,000.00. The amount of money remaining after all of these payments (the “Net Settlement Amount”) will be distributed to Settlement Class Members who do not opt out of the settlement (the “Class Members”).

The Settlement Class Members who do not opt out will each receive a payment (“Individual Settlement Payment”) representing their share of the Net Settlement Amount, based upon the number of workweeks they were employed by Quinn during the Class Period.

Based on Quinn’s records, the number of workweeks you were employed during the Class Period is <<Workweeks>> and your estimated Individual Settlement Payment is \$<<EstimatedClassAward>>. Twenty percent (20%) of the Individual Settlement Payment will be considered wages and will be reported on an IRS Form W-2, and the remaining eighty percent (80%) of the Individual Settlement Payment will be considered interest and other non-wage income and will be reported on an IRS Form 1099 misc., if applicable.

With regard to the PAGA Payment, by law seventy-five percent (75%) of the PAGA payment must be paid to the California Labor & Workforce Development Agency (“LWDA”). Twenty-five percent (25%) of the PAGA payment s will be distributed among affected employees. The affected employees in this settlement are known as the “PAGA Group” or “PAGA Group Members.”

PAGA Group Members consist of all current and former non-exempt employees of Quinn who worked for Quinn in California at any time from June 14, 2022, through November 18, 2023. The PAGA Period is June 14, 2022, through November 18, 2023.

The parties have agreed to the amount of \$30,000.00 as the PAGA Payment. As such, seventy-five percent (75%) (or \$22,500.00) will be paid to the LWDA. The remaining twenty-five percent (25%) (or \$7,500.00) will be distributed among PAGA Group Members, based upon the number of pay periods they were employed during the PAGA Period (“Individual PAGA Payment”).

Based on Quinn’s records, the number of pay periods you were employed during the PAGA Period is <<Pay Periods>> and your estimated Individual PAGA Payment is \$<<EstimatedPAGAAward>>. One hundred percent (100%) of the Individual PAGA Payment will be considered penalties and will be reported on an IRS Form 1099 misc., if applicable.

Any questions regarding your workweek count, pay period count, or the amounts of your Individual Settlement Payment and/or Individual PAGA Payment should be directed to the Settlement Administrator at the address listed in Section 9 below.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive your Individual Settlement Payment and/or Individual PAGA Payment from this settlement in or around October 2024 if the Court approves the settlement and no written objections or appeals are filed. Class Counsel have been appointed and approved by the Court. Class Counsel will represent you.

Upon receipt of your settlement check, it will be your responsibility to cash the check before the expiration date of the check (180 days from the check’s issuance). You will not be retaliated against for cashing the settlement check. Checks that are not cashed or negotiated within 180 days from the date of issuance of the check will become void and be transmitted to the *cy pres* recipient, Watonsville Law Center.

8. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

After the Court has approved the settlement, each Class Member will release Quinn and its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns (“Released Parties”) from any and all claims made or which could have reasonably been made based on the facts pled in the operative complaint that arose during the Class Period, including claims for violation of Labor Code §§ 201, 202, 203, 204, 216, 218, 221, 223, 226, 226.7, 246, 510, 512, 515, 1174, 1175, 1194, 1197, 1198, 1199, and 2802 (“Released Claims”).

If you are a member of the Class and you do not elect to properly opt out from the settlement, you will be deemed to have released the above-described Released Claims.

In light of the binding nature of a PAGA judgment on non-party employees, if you are a PAGA Group Member, you will receive your Individual PAGA Payment and release the Released Parties from the Released PAGA Claims, regardless of whether you opt out of the settlement.

The Released PAGA Claims are any and all claims made or which could have reasonably been made based on the facts pled in the operative complaint that arose during the PAGA Period, including claims for civil penalties under the PAGA premised on the violation of Labor Code §§ 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, and 2699(f) and (g) (“Released PAGA Claims”).

If the settlement is approved by the Court and becomes final, the entire settlement will be consummated. If the settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

If you do not want to be bound by the terms of the settlement, except for the Released PAGA Claims, you may exclude yourself ("opt out") by sending written notice of your intention to opt out to the Settlement Administrator, at its address listed below:

Edward Gnat v. Quinn Company Class Action Lawsuit
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
gnat-v-quinn-company.phoenixcases.com

The opt-out request must be in writing and include: (1) the full name and current address of the person seeking exclusion; (2) last four digits of his/her Social Security number, (3) a statement that the he/she requests exclusion from the Settlement Class and does not wish to participate in the settlement; and (4) the signature of the person seeking exclusion. Any person who opts out will not be affected by the terms of the settlement, except with regard to the Released PAGA Claims. ***Any opt-out request must be postmarked no later than May 31, 2024.***

If you submit a timely and valid written opt out, you will no longer be a member of the Class, and you will not be eligible to receive any additional money under the settlement or object to the terms of the settlement. (If you are also a PAGA Group Member, however, you will still receive an Individual PAGA Payment and be bound by the Released PAGA Claims.) You will not be bound by the Released Claims (described in Section 8 above), and you may pursue any claims you may have, at your own expense, against Quinn.

10. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you do not opt out of the settlement by submitting a valid and timely request for exclusion as outlined in Section 9 above, you may object to any of the terms of the settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the settlement and you will receive an Individual Settlement Payment. To object, you must mail your written objection to the Settlement Administrator at the below address within 45 days from the mailing of this Notice.

Edward Gnat v. Quinn Company Class Action Lawsuit
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
gnat-v-quinn-company.phoenixcases.com

Your written objection must state (1) your full name and current address; (2) the name and case number of this lawsuit: ***Edward Gnat v. Quinn Company, Case No. 20CV003431***; (3) the specific reason(s) for the objection, and (4) any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court. If you wish to appear at the Final Approval Hearing and state your objection in person, you may do so. You are not required to submit an objection in writing prior to appearing at the Final Approval Hearing in person.

11. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiff will request a service award of up to \$5,000.00 for his services as the Class Representative and for his efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiff.

12. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court decided that the law firms of Fitzpatrick & Swanson and Diversity Law Group, P.C., which represent the Plaintiff, also represent you and all Settlement Class Members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

The contact information for Class Counsel is as follows:

B. James Fitzpatrick, Esq.
Laura L. Franklin, Esq.
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

Howard L. Magee, Esq.
Larry W. Lee, Esq.
Max W. Gavron, Esq.
Mai Tulyathan, Esq.
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

If you have questions about the case or the Settlement, you should ask Class Counsel.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the settlement and will hold a hearing to decide whether to give final approval to the settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Named Plaintiff.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on July 12, 2024 at 8:30 a.m., in Department 15 of the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at the Final Approval Hearing. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the settlement. You may attend, but you do not have to attend. You may speak at the Final Approval Hearing regardless of whether you submitted a written objection. If you opt-out from the settlement, however, you may not speak at the Final Approval Hearing.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the Complaints, and other filed documents related to Plaintiff's lawsuit and this settlement, you may view all such files at the Clerk's Office at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, California 93940.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Quinn Company Class Action Settlement.

Edward Gnat v. Quinn Company Class Action Lawsuit
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Toll-free number: (800) 523-5773

You may also contact the attorneys for the Settlement Class, whose names and contact information are listed above.

18. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to keep a current address and telephone number on file with the Settlement Administrator, to ensure receipt of your Individual Settlement Payment and/or Individual PAGA Payment and applicable tax forms if the settlement is given final approval by the Court. If you change your mailing address, you should promptly contact the Settlement Administrator and provide the Settlement Administrator your new address and contact information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

ADMINISTRADOR DEL ACUERDO
PHOENIX SETTLEMENT ADMINISTRATORS
AVISO LEGAL IMPORTANTE
<<FIRST AND LAST NAME>>
<<ADDRESS>>
<<CITY AND ZIP CODE>>

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE MONTEREY
Edward Gnat contra la empresa Quinn
Caso n° 20CV003431

AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL

Para: Todos los empleados actuales y anteriores no exentos de Quinn Group Inc. “Quinn”) que trabajaron para Quinn en California durante el Periodo de la Demanda Colectiva, que no firmaron un acuerdo de arbitraje posterior a 2013.

Usted puede tener derecho a recibir dinero de este acuerdo propuesto en esta Demanda colectiva.

Basándose en los registros de Quinn y en las suposiciones actuales de las Partes, se estima que usted tiene derecho a recibir aproximadamente \$<<estimatedtotalaward>> a través del acuerdo de esta Demanda Colectiva. No necesita hacer nada para recibir su parte.

Este aviso ha sido aprobado por el Tribunal. No es una solicitud de un abogado.

1. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Ha recibido esta Notificación porque se ha alcanzado un acuerdo propuesto en la Demanda colectiva titulada *Edward Gnat contra Quinn Company* y a la que se ha asignado el número de asunto 20CV003431 (en lo sucesivo, la “Demanda”).

La Notificación explica la naturaleza de la Acción, los términos generales del acuerdo propuesto y sus derechos y obligaciones legales. Para obtener más información sobre el acuerdo, incluida información sobre cómo puede ver una copia del acuerdo de conciliación, consulte la sección 17, más abajo.

2. ¿DE QUÉ TRATA LA ACCIÓN?

La Demandante es empleada de Quinn. La Demanda alegaba que Quinn violó las leyes laborales de California al no proporcionar oportunamente periodos de comida fuera de servicio o pagar una compensación premium a la tasa regular de pago en lugar de proporcionar descansos apropiados, no proporcionar periodos de descanso fuera de servicio o pagar una compensación premium a la tasa regular de pago en lugar de proporcionar descansos apropiados, no pagar todos los salarios por hora y horas extras adeudados, no pagar todos los salarios mínimos adeudados, no proporcionar declaraciones de salarios precisas y desglosadas ni mantener registros de nóminas precisos, no pagar todos los salarios acordados, no pagar todos los salarios adeudados tras la separación del empleo, no pagar puntualmente los salarios y no reembolsar los gastos relacionados con el trabajo, incluido el coste del uso de teléfonos móviles personales. Basándose en las mismas reclamaciones, el Demandante también ha hecho valer una Demanda por sanciones civiles bajo el Código Laboral § 2698, y siguientes, la Ley General de Abogados Privados (“PAGA”); y prácticas comerciales desleales.

EL DEMANDADO NIEGA ROTUNDAMENTE TODAS LAS ALEGACIONES DE INFRACCIÓN Y CONSIDERA QUE HA CUMPLIDO CON LA LEY EN TODOS LOS ASPECTOS Y NIEGA CUALQUIER RESPONSABILIDAD POR LAS RECLAMACIONES AFIRMADAS POR EL DEMANDANTE. QUINN NO ADMITE LA RESPONSABILIDAD DE NINGUNA DE LAS ALEGACIONES DE HECHO Y DE DERECHO AFIRMADAS EN LA DEMANDA Y NIEGA QUE LA DEMANDA DEBA PROCEDER COMO UNA ACCIÓN COLECTIVA PARA CUALQUIER OTRO PROPÓSITO QUE NO SEA ESTE ACUERDO. DESPUÉS DE INVESTIGAR LAS RECLAMACIONES EN CUESTIÓN, Y LAS POSIBLES DEFENSAS A DICHAS RECLAMACIONES, LAS PARTES HAN ACORDADO LLEGAR A UN ACUERDO EN ESTE CASO PARA EVITAR EL COSTE Y EL RIESGO DE MÁS LITIGIOS. En vista de los costes y riesgos que conllevaría la continuación del litigio, el Demandante y su abogado creen que el acuerdo es lo mejor para todos los empleados por hora no exentos que trabajaron para Quinn en California durante el Periodo de la Demanda Colectiva y el Periodo PAGA.

3. ¿QUÉ ES UNA DEMANDA COLECTIVA?

En una Demanda colectiva, una o más personas Demandan en nombre de otras personas que tienen reclamaciones similares. En esta Demanda, Edward Gnat (en adelante “Demandante”) pretende representarle en una Demanda colectiva. Una Demanda colectiva permite al Tribunal resolver las reclamaciones de todos los miembros de la clase al mismo tiempo. Un miembro de la clase está obligado por la determinación o sentencia dictada en el caso, tanto si la clase gana como si pierde, y no puede presentar su propia Demanda sobre las mismas reclamaciones que se decidieron en la Demanda colectiva. Una Demanda colectiva permite que un tribunal resuelva todas las cuestiones de un pleito para todos los miembros de la clase que decidan no excluirse de la misma.

4. ¿QUIÉN ESTÁ INCLUIDO EN EL COLECTIVO DEL ACUERDO?

Todos los empleados actuales y anteriores no exentos de Quinn que trabajaron para Quinn en California durante el Periodo de la Demanda colectiva, que no firmaron un acuerdo de arbitraje posterior a 2013 (la “Clase del acuerdo” o “Miembro(s) de la clase del acuerdo”). El “Periodo de la Demanda Colectiva” abarca desde el 21 de diciembre de 2016 hasta el 18 de noviembre de 2023. Está recibiendo este Aviso porque los registros de Quinn muestran que usted es miembro de la Clase del acuerdo.

5. ¿A QUÉ SE DEBE EL ACUERDO?

El tribunal no decidió a favor del Demandante ni de Quinn. El Demandante cree que podría haber ganado en el juicio. Quinn cree que podría haber ganado en el juicio. Pero no hubo juicio. En su lugar, ambas partes llegaron a un acuerdo. De ese modo, evitan el coste del litigio y las personas potencialmente afectadas obtendrán una indemnización. El Demandante y su abogado (“abogado de la Clase”) y Quinn y su abogado creen que el acuerdo es un compromiso justo y razonable que beneficia a todas las partes.

6. ¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO?

Quinn ha acordado pagar un total de \$500,000.00 (“Importe bruto del acuerdo”) para resolver todas las Demandas colectivas derivadas del pleito. Sujeto a la aprobación del Tribunal, el Importe bruto del acuerdo se utilizará para pagar a los miembros de la Clase de Demandantes por el acuerdo y la exoneración de las Demandas colectivas descritas anteriormente, los costes de administración del acuerdo, los honorarios de los abogados del abogado de la Clase de Demandantes por un importe que no supere un tercio (1/3) del Importe bruto del acuerdo (o \$166,666.67) por los honorarios de sus abogados y el reembolso de los costos del litigio que no excedan los \$25,000.00, una indemnización por servicios a la Demandante como Representante de la Clase (hasta \$5,000.00), los Costos de administración del acuerdo propuestos de hasta \$15,750.00 y las sanciones PAGA de hasta \$30,000.00. La cantidad de dinero restante después de todos estos pagos (el “Importe Neto del Acuerdo”) se distribuirá entre los Miembros de la Clase del Acuerdo que no opten por no participar en el acuerdo (los “Miembros de la Clase”).

Los Miembros del Acuerdo Colectivo que no opten por la exclusión recibirán cada uno un pago (“Pago Individual de la Clase”) que representará su parte del Importe Neto del Acuerdo, basado en el número de Semanas Laborales que estuvieron empleados por Quinn durante el Periodo del Acuerdo Colectivo.

En base a los registros de Quinn, el número de Semanas Laborales que estuvo empleado durante el Periodo de la Clase es de <<Workweeks>> y su Pago Individual de la Clase estimado es de \$<<EstimatedClassAward>>. El veinte por ciento (20%) del Pago Individual del Acuerdo se considerará salario y se declarará en un formulario W-2 del IRS, y el ochenta por ciento (80%) restante del Pago Individual del Acuerdo se considerará intereses y otros ingresos no salariales y se declarará en un formulario 1099 del IRS, varios, si procede.

Con respecto al pago PAGA, por ley el setenta y cinco por ciento (75%) del pago PAGA debe pagarse a la Agencia de Desarrollo Laboral y Fuerza de Trabajo de California (“LWDA”). El veinticinco por ciento (25%) del pago PAGA se distribuirá entre los empleados afectados. Los empleados afectados en este acuerdo se conocen como la “Clase PAGA” o “Miembros de la Clase PAGA”.

Los Miembros de la Clase PAGA consisten en todos los empleados actuales y anteriores no exentos de Quinn que trabajaron para Quinn en California en cualquier momento desde el 14 de junio de 2022 hasta el 18 de noviembre de 2023. El Periodo PAGA abarca desde el 14 de junio de 2022 hasta el 18 de noviembre de 2023.

Las partes han acordado la cantidad de \$30,000.00 como el Pago PAGA. Como tal, el setenta y cinco por ciento (75%) (o \$22,500.00) será pagado a la LWDA. El veinticinco por ciento (25%) restante (o \$7,500.00) se distribuirá entre los Miembros de la Clase PAGA, con base en el número de periodos de pago que estuvieron empleados durante el Periodo PAGA (“Pago Paga Individual”).

Basado en los registros de Quinn, el número de periodos de pago que usted estuvo empleado durante el Periodo PAGA es <<Pay Periods>> y su Pago Paga Individual estimado es \$<<EstimatedPAGAAward>>. El cien por cien (100%) del Pago Paga Individual se considerará penalización y se declarará en un Formulario 1099 del IRS erróneo, si procede.

Cualquier pregunta con respecto a su recuento de semanas Laborales, recuento de periodos de pago, o los montos de su Pago Paga Individual y/o Pago Paga Individual debe ser dirigida al Administrador del Acuerdo a la dirección indicada en la Sección 9 a continuación.

7. ¿QUÉ DEBO HACER PARA RECIBIR EL PAGO DEL ACUERDO?

No necesita hacer nada para participar en el acuerdo. Recibirá su Pago Paga Individual y/o Pago Paga Individual de este acuerdo en o alrededor de octubre de 2024 si el Tribunal aprueba el acuerdo y no se presentan objeciones o apelaciones por escrito. Los Abogados de la Clase han sido designados y aprobados por el Tribunal. Los Abogados de la Clase le representarán.

Cuando reciba su cheque de acuerdo, será su responsabilidad cobrarlo antes de la fecha de caducidad del cheque (180 días desde su emisión). No se tomarán represalias contra usted por cobrar el cheque del acuerdo. Los cheques que no se cobren o negocien en un plazo de 180 días a partir de la fecha de emisión del cheque quedarán anulados y se transmitirán al beneficiario de *cy pres*, Watsonville Law Center.

8. ¿CÓMO AFECTA EL ACUERDO A MIS DERECHOS?

Una vez que el Tribunal haya aprobado el acuerdo, cada Miembro de la Clase liberará a Quinn y a sus actuales y anteriores empresas matrices, propietarios, filiales, divisiones y personas o entidades afiliadas o relacionadas, y a cada uno de sus respectivos directivos, consejeros, empleados, socios, accionistas, abogados, agentes, albaceas y cesionarios (“Partes exoneradas”) de todas y cada una de las reclamaciones presentadas o que podrían haberse presentado razonablemente sobre la base de los hechos alegados en la Demanda operativa que surgieron durante el Periodo de la Demanda colectiva, incluidas las reclamaciones por violación de los §§ 201, 202, 203, 204, 216, 218, 221, 223, 226.7, 246, 510, 512, 515, 1174, 1175, 1194, 1197, 1198, 1199 y 2802 del Código laboral (“Reclamaciones Exoneradas”).

Si usted es miembro de la Clase y no opta por excluirse adecuadamente del acuerdo, se considerará que ha renunciado a las Reclamaciones Exoneradas descritas anteriormente.

A la luz de la naturaleza vinculante de una sentencia PAGA para los empleados que no son parte, si usted es un Miembro de la Clase PAGA, recibirá su Pago Paga Individual y liberará a las Partes Exoneradas de las Reclamaciones Exoneradas PAGA, independientemente de si opta por no participar en el acuerdo.

Las Reclamaciones Exoneradas de la PAGA son todas y cada una de las reclamaciones hechas o que podrían haberse hecho razonablemente sobre la base de los hechos alegados en la Demanda operativa que surgieron durante el Período de la PAGA, incluidas las reclamaciones por sanciones civiles en virtud de la PAGA basadas en la violación de los §§ 201, 201.7.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698 y siguientes, y 2699(f) y (g) del Código Laboral (“Reclamaciones Exoneradas PAGA”).

Si el acuerdo es aprobado por el Tribunal y se convierte en definitivo, se consumará la totalidad del acuerdo. Si el acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna otra razón, el litigio continuará.

9. ¿QUÉ OCURRE SI NO QUIERO PARTICIPAR EN ESTE ACUERDO?

Si no desea quedar vinculado por los términos del acuerdo, excepto por las Reclamaciones PAGA Exoneradas, puede excluirse enviando una notificación por escrito de su intención de excluirse al Administrador del Acuerdo, a la dirección que se indica a continuación:

*Demanda Colectiva de Edward Gnat contra la empresa Quinn
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
gnat-v-quinn-company.phoenixcases.com*

La solicitud de exclusión debe realizarse por escrito e incluir: (1) el nombre completo y la dirección actual de la persona que solicita la exclusión; (2) los cuatro últimos dígitos de su número de la Seguridad Social; (3) una declaración de que solicita la exclusión de la Clase del Acuerdo y no desea participar en el acuerdo; y (4) la firma de la persona que solicita la exclusión. Cualquier persona que opte por la exclusión no se verá afectada por los términos del acuerdo, excepto en lo que respecta a las Reclamaciones Exoneradas PAGA. ***Toda solicitud de exclusión voluntaria deberá estar matasellada a más tardar el 31 de mayo de 2024.***

Si presenta una renuncia por escrito, válida y a tiempo, dejará de ser miembro de la Clase y no tendrá derecho a recibir dinero adicional en virtud del acuerdo ni a objetar los términos del acuerdo. (Sin embargo, si también es miembro de la Clase PAGA, seguirá recibiendo un Pago Paga Individual y estará obligado por las Reclamaciones PAGA Exoneradas). Usted no estará obligado por las Reclamaciones Exoneradas (descritas en la Sección 8 anterior), y podrá interponer cualquier reclamación que pudiera tener, a su propio cargo, contra Quinn.

10. ¿Y SI QUIERO OPONERME A ESTE ACUERDO?

Si no opta por excluirse del acuerdo presentando una solicitud de exclusión válida y a tiempo, tal y como se indica en la Sección 9 anterior, puede objetar a cualquiera de los términos del acuerdo antes de la Audiencia de Aprobación Definitiva. Si no sigue estos pasos, se considerará que renuncia a sus objeciones. Si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del acuerdo y recibirá un Pago Individual del Acuerdo. Para objetar, debe enviar por correo su objeción por escrito al Administrador del acuerdo a la dirección indicada a continuación en un plazo de 45 días a partir del envío por correo de este Aviso.

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Su objeción por escrito debe indicar (1) su nombre completo y dirección actual; (2) el nombre y número de caso de esta Demanda: ***Edward Gnat contra Quinn Company, Caso n° 20CV003431***; (3) la(s) razón(es) específica(s) de la objeción, y (4) todas y cada una de las pruebas y documentos de apoyo (incluyendo, sin limitación, todos los escritos, pruebas escritas y declaraciones) que el Tribunal deba considerar. Si desea comparecer en la Audiencia de Aprobación Definitiva y exponer su objeción en persona, puede hacerlo. No está obligado a presentar una objeción por escrito antes de comparecer en persona en la Audiencia de Aprobación Definitiva.

11. ¿SE COMPENSARÁ AL DEMANDANTE POR INTERPONER ESTA DEMANDA?

El Demandante solicitará una compensación por servicios de hasta \$5,000.00 por sus servicios como Representante de la Clase y por sus esfuerzos en la presentación de la Demanda. El Tribunal tomará la decisión final en cuanto a la cantidad a pagar al Demandante.

12. ¿TENGO ABOGADO EN ESTE CASO?

Sí. El Tribunal decidió que los bufetes de abogados Fitzpatrick & Swanston y Diversity Law Group, P.C., que representan al Demandante, también le representen a usted y a todos los miembros de la Clase del acuerdo. No se le cobrará por estos abogados. Estos bufetes de abogados se denominan “Abogados de la Clase”. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

La información de contacto de los Abogados de la Clase es la siguiente:

B. James Fitzpatrick, Esq.
Laura L. Franklin, Esq.
FITZPATRICK & SWANSTON

555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311

Howard L. Magee, Esq.
Larry W. Lee, Esq.
Max W. Gavron, Esq.
Mai Tulyathan, Esq.

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Teléfono: (213) 488-6555

Si tiene alguna pregunta sobre el caso o el Acuerdo, debe dirigirse a los Abogados de la Clase.

14. ¿QUÉ ES LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El Tribunal ha aprobado preliminarmente el acuerdo y celebrará una vista para decidir si otorga la aprobación definitiva al mismo. El propósito de la Audiencia de Aprobación Definitiva será que el Tribunal determine si el acuerdo debe ser aprobado como justo, razonable, adecuado y en el mejor interés de la Clase del Acuerdo; que considere la concesión de honorarios y gastos de abogados a los Abogados de la Clase; y que considere la solicitud de una indemnización por servicios al Demandante Nombrado.

15. ¿CUÁNDO Y DÓNDE SE CELEBRA LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

El Tribunal celebrará la Audiencia de Aprobación Definitiva el 12 de julio de 2024 a las 8:30 a.m., en el Departamento 15 del Tribunal Superior del Estado de California para el Condado de Monterey, 1200 Aguajito Road, Monterey, California 93940 (“Audiencia de Aprobación Definitiva”).

La Audiencia de Aprobación Definitiva puede continuar sin previo aviso a la Clase del acuerdo. No es necesario que comparezca en la Audiencia de Aprobación Definitiva. Si tiene previsto asistir a la Audiencia de Aprobación Definitiva, puede ponerse en contacto con los Abogados de la Clase para confirmar la fecha y la hora. Si el acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna razón, la Acción puede continuar hasta el juicio.

16. ¿PUEDO INTERVENIR EN LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

En la audiencia, el Tribunal estará disponible para escuchar cualquier objeción y argumentos relativos al acuerdo. Puede asistir, pero no es obligatorio. Podrá intervenir en la Audiencia de Aprobación Definitiva independientemente de que haya presentado o no una objeción por escrito. Sin embargo, si opta por no participar en el acuerdo, no podrá intervenir en la Audiencia de Aprobación Definitiva.

17. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Para ver una copia de la Estipulación Conjunta y el Acuerdo de conciliación de la Demanda Colectiva y las Reclamaciones PAGA (que define los términos en mayúscula utilizados en esta Notificación y proporciona un breve resumen de lo ocurrido en la Demanda), la Orden de Aprobación Preliminar del Tribunal, la solicitud de honorarios de abogados y costas del Abogado de la Clase, las Demandas, y otros documentos archivados relacionados con la Demanda del Demandante y este acuerdo, usted puede ver todos esos archivos en la Secretaría del Tribunal Superior del Estado de California para el Condado de Monterey, 1200 Aguajito Road, Monterey, California 93940.

SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede ponerse en contacto con el Administrador del acuerdo en la dirección y el número de teléfono que se indican a continuación, de forma gratuita. Consulte el Acuerdo Colectivo de la empresa Quinn.

Demanda colectiva de *Edward Gnat contra la empresa Quinn*
Phoenix Settlement Administrators
Número gratuito: (800) 523-5773

También puede ponerse en contacto con los abogados de la Clase del Acuerdo, cuyos nombres e información de contacto figuran más arriba.

18. ¿QUÉ OCURRE SI CAMBIAN MIS DATOS?

Es su responsabilidad mantener una dirección y un número de teléfono actualizados en los archivos del Administrador del Acuerdo, para garantizar la recepción de su Pago Paga Individual y/o Pago Paga Individual y los formularios de impuestos aplicables si el acuerdo recibe la aprobación final del Tribunal. Si cambia su dirección postal, deberá ponerse en contacto inmediatamente con el Administrador del acuerdo y proporcionarle su nueva dirección e información de contacto.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO JUDICIAL O AL JUEZ.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1,448
Opt Out Rate	1%
Opt Outs Received	14
Total Class Claimants	1,434
Subtotal Admin Only	\$15,750.00

Not-to-Exceed Total \$15,750.00

For 1,448 Members

Pricing Good for Scope of Estimate Only

February 23, 2024

Case: Gnat v Quinn Opt-Out wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Max W. Gavron
Firm: Diversity Law Group, APC
Contact Number: (213) 488-6555
Email: mgavron@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 1448 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$142.50	1	\$142.50
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$210.00	2	\$420.00
Total			\$1,094.50

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	1,448	\$362.00
Notice Packet & Opt-Out Form	\$1.00	1,448	\$1,448.00
Estimated Postage (up to 2 oz.)*	\$0.87	1,448	\$1,259.76
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$4,519.76

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	145	\$144.80
Remail Notice Packets	\$1.50	145	\$217.20
Estimated Postage	\$0.87	145	\$125.98
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$752.98

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	4	\$500.00
Mail Class Checks *	\$1.50	1,434	\$2,150.28
Estimated Postage	\$0.64	1,434	\$917.45
Total			\$4,852.73

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	143	\$215.03
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,750.00	1	\$1,750.00
Total			\$3,610.03

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$15,750.00